

RES14-030

Wilmington, Delaware
July 10, 2014

#3959

Sponsor:

Council
Member
Chukwuocha

WHEREAS, pursuant to Section 2-363 of the Code of the City of Wilmington ("City"), the City may apply for and receive grant funds to be used for a wide variety of City activities, subject to the approval of City Council; and

WHEREAS, the City Department of Parks and Recreation has been approved by the State of Delaware Department of Services for Children, Youth and their Families to receive "Safe Haven" grant funds in the amount of \$20,000.00 to extend the weekend operating hours of the William "Hicks" Anderson Community Center from July 1, 2014 through September 30, 2014; and

WHEREAS, the City is not required to provide matching funds for the receipt of this grant, and there will be no net financial impact on the City, provided the City complies with all State requirements applicable to the Safe Haven program; and

WHEREAS, for timing purposes, the application for said grant funds had to be submitted in advance of City Council approval by resolution; and

WHEREAS, the Department of Parks and Recreation has recommended that City Council approve the City's acceptance and

use of the grant funds for the Safe Haven program in accordance with the terms of the grant, a copy of which is attached as Exhibit "A" hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the use of the herein described grant funds received from the State of Delaware for the Safe Haven program be accepted and approved, and the Mayor or his designee, the Director of Parks and Recreation, and the City Clerk are hereby authorized to execute any and all appropriate grant documents or other undertakings pursuant thereto as may be necessary.

Passed by City Council,
July 10, 2014

Attest: Maribel Sligo
City Clerk

Approved as to form this
9th day of July, 2014

Marie Pillich
First Assistant City Solicitor

SYNOPSIS: This Resolution approves the acceptance and use of "Safe Haven" grant funds to be received by the City Department of Parks and Recreation from the State of Delaware in the amount of \$20,000.00 to extend the weekend operating hours of the William "Hicks" Anderson Community Center from July 1, 2014 through September 30, 2014.

STATEMENT OF AGREEMENT
THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

WHEREAS, the DEPARTMENT has determined that:

The services described herein are required by the DEPARTMENT;

The CONTRACTOR possesses the necessary experience and skills and is equipped to efficiently and effectively perform any duties and assignments required to provide such services;

The CONTRACTOR is willing to provide such services and has provided a proposed budget or unit cost schedule for these services;

The CONTRACTOR's proposal and budget or unit cost schedule are acceptable;

NOW, WHEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the PARTIES do hereby agree to the following:

ARTICLE I: DUTIES OF THE PARTIES

A. Duties of the DEPARTMENT

The DEPARTMENT shall:

1. Contract Manager. Identify a Contract Manager who shall be the primary program liaison with the CONTRACTOR on behalf of the DEPARTMENT.
2. Policies and Procedures. Provide the CONTRACTOR with the policies, reimbursement and operating guidelines and any other written documentation held or developed by the DEPARTMENT that the CONTRACTOR may reasonably request in order to perform its duties hereunder.

B. Duties of the CONTRACTOR

The CONTRACTOR shall:

1. Contract Manager. Identify a Contract Manager who shall be the primary contact with the DEPARTMENT on behalf of the CONTRACTOR for this Contract.
2. Program of Services (and/or Products). Provide the program of services (and/or products) as set forth in Attachment A, Description of Services, which is made a part of this Contract. The program operated by the CONTRACTOR pursuant to this Contract must satisfy all mandatory State and Federal requirements. In providing said services under this Contract the CONTRACTOR agrees to conform to service eligibility priorities established by the DEPARTMENT.
3. Satisfy Licensure, Certification, and Accreditation Standards. Comply with all applicable State and Federal licensing standards and all other applicable standards as required by this Contract, to assure the quality of services provided under this Contract.
 - a. Compliance with Operating Guidelines. The CONTRACTOR agrees to abide by the DEPARTMENT's Operating Guidelines and to operate in accordance with procedures delineated therein. (see www.kids.delaware.gov/ click *Contracts*)
 - b. Notification of Status Change. The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any change in the status of any accreditations, regulations, professional, program or other licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status is the result of the CONTRACTOR's accreditation, licensure, or certification being suspended, revoked, or otherwise impaired in any jurisdiction, the CONTRACTOR understands that such change may be grounds for termination of the Contract. CONTRACTOR shall notify the DEPARTMENT of any criminal charges against or criminal investigations of CONTRACTOR.
 - c. By signature on this contract, the CONTRACTOR represents that the CONTRACTOR and/or its Principals, along with its subcontractors and/or assignees under this contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for procurement or non-procurement activities by any Federal government department or agency.
4. Compliance with Laws and Regulations. Be responsible for full, current, and detailed knowledge of and compliance with published Federal and State laws, regulations, and guidelines (ie, Health Insurance Portability and Accountability Act (HIPAA) of 1996) pertinent to discharging the CONTRACTOR's duties and responsibilities hereunder.
 - a. Compliance with Drug-Free Work Place Act of 1988. If applicable, the CONTRACTOR agrees to comply with all the terms, requirements, and provisions of the Drug-Free Work Place Act of 1988 as detailed in the Governor's Certification Regarding Drug-Free Work Place Requirements that is available from the DEPARTMENT upon request.
 - b. Compliance with Section 6032 of the Deficit Reduction Act of 2005 (Public Law 109-171). (see www.kids.delaware.gov/ click *Contracts*)
5. Assistance with Federal Entitlement Revenue Maximization. In entering into this contract, the CONTRACTOR understands that, as a provider of services to children, they may be subject to the requirements of various Federal entitlement programs included in

the Department's Cost Recovery initiative. The CONTRACTOR hereby agrees to assist the DEPARTMENT's Cost Recovery Unit in its efforts to recover Federal funds (i.e., Medicaid and/or Title IV-E). The DEPARTMENT reserves the right to recover from the CONTRACTOR an amount equal to any Federal Medicaid or Title IV-E reimbursements that are disallowed as a result of the CONTRACTOR's violations of the terms of this contract.

Information that may be required by the DEPARTMENT's Cost Recovery Unit includes, but is not limited to:

- a. Proof of licensure, certification, accreditation, etc. or other information as may be necessary to support enrollment in the Delaware Medical Assistance Program.
- b. If applicable, a list of the usual and customary charges charged to the general public for the same type(s) of service purchased by the DEPARTMENT.
- c. If enrolled in the Medicaid program of another state or the Federal Medicare program: the rates paid by those programs for the type(s) of service purchased by the DEPARTMENT, and notification of any current or prior sanctions or requests or pending requests for sanctions by the Centers for Medicare and Medicaid Services (CMS), U.S. DHHS.
- d. Identification of the proportion of any expenses, whether unit cost or cost reimbursable, charged to the DEPARTMENT that cover the cost of educational services (i.e. teacher salaries, textbooks, etc.).
- e. If the CONTRACTOR is a non-accredited provider of residential mental health or behavioral rehabilitative services, the CONTRACTOR shall cooperate with the DEPARTMENT in identifying the proportion of expense incurred by the DEPARTMENT that may be covered by the Medicaid or Title IV-E (room and board) programs.
- f. When appropriate, documentation including certificates of medical necessity related to substantiating the provision of services to individual children.
- g. If the CONTRACTOR is a provider of residential mental health, or behavioral rehabilitative services, the CONTRACTOR shall provide required information such as professional credentials and NPIs of attending physicians and/or other health professionals involved in treating DEPARTMENT children.
- h. Where appropriate, residential CONTRACTORS will participate in a time study process every three years to identify Medicaid reimbursable portions of services rendered to the DEPARTMENT's children in the CONTRACTOR's care.
6. Confidentiality. Establish appropriate restrictions and safeguards against access by unauthorized personnel to all data and records. Confidentiality of all data, records, and information obtained by the CONTRACTOR shall be governed by Federal and State statutes and regulations, and DEPARTMENT policy.
7. Cooperation with Third Parties. Cooperate fully with any other party, contractor, consultant, or agency identified by the DEPARTMENT in writing as necessary to the performance of this Contract.
8. Independent Contractor Status. Recognize that it is operating as an independent contractor and that it solely is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or damage to any and all property, of any nature, arising out of the CONTRACTOR's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, or resulting from, or arising out of any act or omission on the part of the CONTRACTOR in its negligent performance under this Contract. The CONTRACTOR agrees to save, hold harmless and defend the DEPARTMENT from any liability that may arise as a result of the CONTRACTOR's negligent performance under this Contract.
9. Insurance. Recognize that it can either elect to be self-insured or to carry professional liability insurance to deal with the above-described liability; provided, however, that proof of sufficient insurance or proof of sufficient assets for self-insurance may be required by the DEPARTMENT, upon request at any time, as a condition of this Contract.
10. Grievances. Establish a system through which recipients of services under this Contract may present grievances about said services or the operation of the service program. The CONTRACTOR shall advise recipients of this right and shall also advise applicants and recipients of their right to appeal the grievance to the DEPARTMENT.
11. Best Efforts for Supplies and Materials at Lowest Cost. The CONTRACTOR shall use its best efforts to obtain all supplies and materials incidental for use in the performance of this Contract at the lowest practicable cost and to contain its total costs where possible by competitive bidding whenever practical.

C. Duties of Both PARTIES

1. Communication. Formal communication concerning the Contract, program activities, treatment methods, reports, etc., shall be made via written correspondence between the Contract Managers of both PARTIES. Communications of a contractual nature shall be accomplished via written correspondence between designated officials of both PARTIES. Each PARTY shall designate, in writing, its authorized official representative to the other PARTY prior to the effective date of the Contract. Each PARTY shall notify the other, in writing, of any change of their official representative.

ARTICLE II: PAYMENT

- A. Contract Subject to Availability of Funds. This Contract is entered into subject to the availability of funds for the services covered by the Contract. In the event funding to the DEPARTMENT is not available or continued at an aggregate level sufficient to allow for purchase of the indicated quantity of agreed upon services, the obligations of each PARTY under this Contract shall thereupon be terminated. Any termination of this Contract resulting therefrom shall be without prejudice to any and all obligations and liabilities of either PARTY already accrued prior to such termination.

- B. Reimbursement Amount. The DEPARTMENT agrees to pay the CONTRACTOR as described in Attachment B.
- C. Requirement of Purchase Order. This Contract is subject to the approval of a Purchase Order by the Secretary of the Department of Finance. The State of Delaware shall not be liable for expenditures made or services delivered prior to the CONTRACTOR's receipt of the Purchase Order.
- D. Withholding of Payments to the Contractor. The DEPARTMENT may throughout the contract period withhold payment for failure to provide goods or perform services as specified under this contract. The DEPARTMENT has a right to recovery and a right to withhold payment in the event of the CONTRACTOR's failure to deliver services or complete necessary records or deliverables. In the event of CONTRACTOR failure in the regular course of business and normal periodic billing to timely and adequately provide record documentation of services provided under this Contract, the DEPARTMENT may withhold the final amount of a billing or the specified portion of billing relating to such services until such adequate record documentation is received by the DEPARTMENT, provided that such documentation is received within a reasonable time following normal periodic billing and record documentation in the regular course of business for the services provided. In no event however shall the Department be liable for services provided for which a) the CONTRACTOR has not provided timely and adequate record documentation during the regular course of business and periodic billing, and b) the DEPARTMENT has thereafter reasonably requested or demanded adequate record documentation or billing for any services provided for a period of time at issue, and c) the CONTRACTOR has thereafter unreasonably delayed in providing billing or record documentation following such a request or demand for record documentation or billing.

ARTICLE III: ANTI-DISCRIMINATION

- A. Equal Employment Opportunity Practices. The CONTRACTOR agrees to comply with all the terms, provisions, and requirements of Title VII of the Civil Rights Act of 1964, Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations and any other applicable Federal, state, local, or other equal employment opportunity act, law, statute, regulation and policy, along with all amendments and revisions of these laws, in the performance of this Contract.
- B. Non-Discrimination Provisions and Requirements. The CONTRACTOR agrees to comply with all the terms, requirements, and provisions of Titles VI and VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and any other applicable Federal, State, local, or other anti-discriminatory act, law, statute, regulation, or policy, along with all amendments and revisions of these laws, in the performance of this Contract, and the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, disability, or upon any other discriminatory basis or criteria.

ARTICLE IV: TERMINATION

- A. Condition of Termination. This Contract may be terminated by: (1) The DEPARTMENT for any unsatisfactory performance of this Contract documented by the DEPARTMENT, including, but not limited to, failure of the CONTRACTOR to deliver satisfactory products or services, as specified, in a timely fashion, or (2) The DEPARTMENT or the CONTRACTOR for violation of any term or condition of this Contract upon thirty (30) days written notice to the other PARTY, or (3) The DEPARTMENT or the CONTRACTOR as a result of loss or reduction of funding for the stated services as described in Attachment A (Description of Services), effective immediately as provided by Article II.A of this Contract.
- B. Rights Upon Termination. In the event this Contract is terminated for any reason, the DEPARTMENT shall, in the case of cost reimbursable contracts, retain without cost ownership of all case records maintained by the CONTRACTOR in the execution of its duties hereunder. Upon written request from the DEPARTMENT, said CONTRACTOR shall provide copies of all case records within fifteen (15) days of receipt of the termination notice. In the event the CONTRACTOR fails to provide such records in a timely manner, the CONTRACTOR shall reimburse the DEPARTMENT for any legal or administrative costs associated with obtaining such records. Any service expenditure, specified under this Contract, incurred prior to the date of termination shall be authorized and paid for in accordance with the terms of the Contract even though payment occurs subsequent to the termination date.

ARTICLE V: ADMINISTRATIVE PROCEDURES

- A. Amendment, Modification and Waiver.
1. Procedure for Amendment. This Contract may be amended by written agreement duly executed by authorized officials of both PARTIES. No alteration, variation, modification or waiver of the terms and provisions of this Contract shall be valid unless made in writing and duly signed by the PARTIES. Every amendment shall specify the date on which its term and provision shall be effective.

2. Nullification. In the event of amendments to current Federal or State of Delaware laws that nullify any term or provision of this Contract, the remainder of the Contract will remain unaffected.
 3. Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by an authorized representative of the DEPARTMENT and attached to the original Contract.
- B. Notice Between the Parties. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested and granted or by registered or certified mail with return receipt requested. Either PARTY may change its address for notices and official formal correspondence upon five (5) days' written notice to the other.
- C. Coordination with Federal Funding. The CONTRACTOR certifies that any Federal funds to be used under this Contract do not replace or supplant State of Delaware or local funds for already-existing services. The CONTRACTOR warrants that any costs incurred pursuant to this Contract will not be allocable to or included as a cost of any other Federally financed program in the current, a prior, or a subsequent period. The CONTRACTOR further certifies that the services to be provided under this Contract are not already available without cost to persons eligible for social services under the Public Assistance Titles of the Social Security Act. In the event the DEPARTMENT will utilize Federal funds as all or part of the compensation agreed to hereunder, the CONTRACTOR shall execute the US Department of Health and Human Services Certification Regarding Lobbying required by section 1352, title 31 U.S. Code.
- D. Subcontracts. The CONTRACTOR shall not enter into any subcontract for any portion of the services covered by this Contract, except with the prior written approval of the DEPARTMENT, which shall not be unreasonably withheld. The requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, and other day-to-day operational expenses in support of staff providing the services covered by this Contract. No provision of this paragraph and no such approval by the DEPARTMENT of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the DEPARTMENT in addition to the total agreed upon cost under this Contract. For the purpose of this Agreement, licensed independent professionals including, but not limited to, physicians, psychologists, social workers and counselors shall not be considered "subcontractors" as that term is used in this paragraph.
- E. Non-Assignability. The CONTRACTOR shall not assign the contract or any portion thereof without prior written approval of the DEPARTMENT and subject to such conditions and provisions as the DEPARTMENT may deem necessary. No such approval by the DEPARTMENT of any assignment shall be deemed to provide for the incurrence of any obligations of the DEPARTMENT in addition to the total agreed upon price of the Contract.
- F. Interpretation.
1. Third Party Beneficiary Exclusion. This Contract is executed solely for the mutual benefit of the PARTIES. It is the express intention of the PARTIES that no provision of this Contract should be interpreted to convey any rights or benefits to any third party.
 2. Choice of Law. This Contract shall be interpreted and any disputes resolved according to the laws of the State of Delaware. The CONTRACTOR agrees to be bound by the laws of the State of Delaware and to bring any legal proceedings arising hereunder in a court of the State of Delaware. For the purpose of Federal jurisdiction, in any action in which the State of Delaware or the DEPARTMENT is a party, venue shall be in the United States District Court for the State of Delaware.
 3. Headings. The article, section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- G. Qualifications to Conduct Business. (Not applicable for Contracts with other Delaware State Agencies or Delaware Municipalities.)
1. Qualification to Provide Service. The CONTRACTOR warrants that it is qualified to do business in Delaware or the state in which services under this Contract shall be provided, and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract.
 2. Documentation of Business Status. The CONTRACTOR shall submit to the Contract Manager copies of all licenses, accreditations, certifications, sanctions, and any other documents that may reasonably be required as specified by the DEPARTMENT. If the CONTRACTOR conducts business in Delaware, the CONTRACTOR must possess a valid Delaware Business License, obtainable from the State of Delaware Division of Revenue. The CONTRACTOR shall submit a copy of the license at the time of signature of the Contract; provided, however, that if the CONTRACTOR is a non-profit organization, the CONTRACTOR shall instead submit, at the time of signature of the Contract, written approval from the U.S. Internal Revenue Service of this non-profit status.
 3. Change in Business Status. The CONTRACTOR shall promptly notify the DEPARTMENT of any change in its ownership, business address, corporate status, and any other occurrence or anticipated occurrence that could materially impair the qualifications or ability of the CONTRACTOR to conduct business under this Contract.
 4. Suspension/Exclusion from Medicaid/Medicare. If the CONTRACTOR is suspended or excluded from participation in the Medicaid Assistance Program of the State of Delaware or another state or from the Medicare Program, or charged with sanctions

or violation of such programs, the CONTRACTOR shall promptly notify the DEPARTMENT in writing of such charges, sanctions, violations, suspension or exclusion. CONTRACTOR agrees such suspension, exclusion, violations, sanctions, or charges may, at the DEPARTMENT's discretion, be deemed a material breach of this Contract and good cause for immediate termination of this Contract, and the DEPARTMENT shall not be liable for any services provided after the date of such termination.

H. Records and Audits.

1. Maintenance. The CONTRACTOR shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately document the provision of reimbursed services for purposes of programmatic or financial audit. The CONTRACTOR agrees to maintain specific program records and statistics as may be reasonably required by the DEPARTMENT. The CONTRACTOR agrees to preserve and, upon request, make available to the DEPARTMENT such records for a period of five (5) years from the date services were rendered by the CONTRACTOR. Records involving matters in litigation shall be retained for five years or one (1) year following the termination of such litigation (whichever is later).
2. Availability for Audits and Program Review. The CONTRACTOR agrees to make such records available for inspection, audit, or reproduction to any official State of Delaware representative in the performance of his/her duties under the Contract. The CONTRACTOR agrees that an on-site program review, including, but not limited to, review of service records and review of service policy and procedural issuances may be conducted at any reasonable time, with or without notice, by the DEPARTMENT when it is concerned with or about the services performed hereunder. Failure by the CONTRACTOR to accord the DEPARTMENT reasonable and timely access for on or off-site program review or to necessary records for programmatic or organizational audit may, at the DEPARTMENT'S discretion, be deemed a material breach of this Contract and good cause for immediate termination of this Contract, and the DEPARTMENT shall not be liable for any services provided after the date of such termination.
3. Costs Owning. The cost of any Contract audit disallowances resulting from the examination of the CONTRACTOR's financial or program associated service/activity records or requirements will be borne by the CONTRACTOR. Reimbursement to the DEPARTMENT for disallowances shall be drawn from the CONTRACTOR's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
4. Contract Termination. The CONTRACTOR shall maintain program records for a period of five (5) years from the date services were rendered by the CONTRACTOR and shall make these records available on request by the DEPARTMENT, notwithstanding any termination of this Contract.

- I. Assignment of Causes of Action Relating to Antitrust Laws. In the event the CONTRACTOR is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who produces particular goods or services to the CONTRACTOR that impact on the budget for this Contract, the CONTRACTOR agrees to reimburse the DEPARTMENT the pro rata portion of the damages awarded that are attributable to the goods and/or services used by the CONTRACTOR to fulfill the requirements of this Contract. In the event the CONTRACTOR refuses or neglects after reasonable notice by the DEPARTMENT to bring such antitrust action, the CONTRACTOR will be deemed to assign such action to the DEPARTMENT.

DESCRIPTION OF SERVICES

I. SERVICE OVERVIEW

- A. Definition: The services provided under this contract with the DEPARTMENT represent an extension of the hours, activities and services that align with the Division of Prevention and Behavioral Health Services prevention initiatives, bullying and violence prevention, suicide prevention and or substance abuse prevention or other preventive activities offered by the CONTRACTOR for an additional two (2) hours per day for three (3) days per week (to include either a Friday or a Saturday evening) during the summer.
- B. Description of Services: The CONTRACTOR agrees to extend their hours of operation and provide structured, supervised activities based upon additional funding provided by the DEPARTMENT, and will provide additional staff as necessary to allow operations to continue during this period.
- C. Purpose/Goal(s) and Objectives

The goal of this contract is to provide constructive activities for youth during evening hours of the summer as described in Section III of this contract.

II. TARGET POPULATION

- A. Age, Gender and Service Capacity

The program will serve the same population served during normal business operations. The contract temporarily extends the program's operational hours, and does not otherwise impact or modify any of the program's operational characteristics.

III. PROGRAM AND SERVICE COMPONENTS

- A. Program Description

The CONTRACTOR is an agency offering community programs and associated activities for youth and families who typically reside within geographical proximity of the center. The purpose of this contract is to provide additional funding which will allow the CONTRACTOR to operate its center and activities during evening hours on three (3) specific evenings each week throughout the summer. There is no intent to impact the programming, processes or persons served other than to allow the center to operate for longer periods of time during the summer.

- B. Service Components

Under the terms of this contract, the CONTRACTOR agrees to:

- Extend operations by two (2) hours per day for three (3) days per week of the week including Friday or Saturday;
- Advertise these extended hours through the agency's marketing efforts to engage Delaware youth to participate;
- Provide refreshments to youth participating in extended hours programming;

- Provide structured, supervised activities during these extended hours which may include but are not limited to: fitness room/ gymnasium programs, computer/lab activities, use of facility game room/teen lounge/ swimming pool, arts and crafts, cooking, table games or small trips to points of interest nearby.
- Provide community services programs to engage youth that are participating in extended hours programming with a community service activity or activities that promote increased awareness of the needs of their community and the development of individual community service self-efficacy, and positive emotional and behavioral health.

IV. PERFORMANCE EXPECTATIONS and DOCUMENTATION REQUIREMENTS

Within ten (10) days of the end of EACH MONTH of the project period, the CONTRACTOR will provide a report to the Division of Prevention and Behavioral Health Services (DPBHS) Program Administrator summarizing the following:

- A list of participating staff, dates and hours worked during the month under the extended hours provision;
- Documentation (first name, last initial) of all youth who participated in any program activity during extended hours each month;
- A monthly narrative report that summarizes the activities that were made available during the extended hours, statistics on how many participants became involved in these activities, any expenditures (beyond staff time / increased utilities, etc.) that were necessary for making these activities available during the extended hours period, and any specific challenges or recommendations for future efforts related to extended hours programming

BUDGET SUMMARY

Service Cost

- A. The maximum amount of this contract is \$20,000. This monthly service fee is based on a firm fixed rate. Without amendment the fees are fixed for the term of the contract as follows:
- The fixed rate is \$6,666.67 per month from July 2014 through September 2014.
- B. The DEPARTMENT agrees to pay the CONTRACTOR on a monthly basis. The CONTRACTOR shall be paid for services provided at the Contract rate upon submittal of certified billing at the close of each calendar month in a form and in accordance with State and/or Federal reimbursement procedures and those required by the DEPARTMENT.

- a. The CONTRACTOR agrees to include in the monthly billing, a monthly progress report of primary activities outlined in Attachment A. Section IV. and any other data the DEPARTMENT deems appropriate. All invoices and monthly progress reports shall be submitted as follows:

State of Delaware - DSCYF
Attn: Yolanda Jenkins, DPBHS
1825 Faulkland Road
Wilmington, DE 19805

- C. This Contract is considered to be a Fixed Cost Contract with a specific dollar amount payable to the CONTRACTOR by the DEPARTMENT for each month of service.
- D. The CONTRACTOR shall not charge a fee to service recipients for any service(s) provided under the terms of this Contract.
- E. All monthly invoices are to be submitted to the DEPARTMENT within ten (10) days after the end of each month with the appropriate required reporting documentation. Invoices submitted after the tenth day following the end of any month may be delayed in processing, and reimbursement to the CONTRACTOR may be similarly delayed. Invoices will not be processed until the DEPARTMENT is in receipt of any required monthly statistical reports. Invoices submitted greater than 90 days after service provision may be denied payment by the DEPARTMENT.
- F. The CONTRACTOR agrees that any submission by or on behalf of the CONTRACTOR of any claim for payment by the DEPARTMENT shall constitute certification by the CONTRACTOR that the services or items for which payment is claimed were actually rendered by the CONTRACTOR to the person identified as the recipient; that the claim does not exceed the CONTRACTOR'S usual charge for the same or equivalent services or items provided to persons not billed to the DEPARTMENT; that the claim is correctly coded in accordance with billing instructions prescribed by the DEPARTMENT; and that all information submitted in support of the claims is true, accurate, and complete.
- G. The CONTRACTOR shall make proper restitution to the DEPARTMENT for any payments received in excess of amounts due to the CONTRACTOR under the DEPARTMENT regulations or payment schedules whether such over payment is discovered by the CONTRACTOR or by the DEPARTMENT. The DEPARTMENT retains the right to offset reimbursement to be made to the organization subsequent to the identification of an overpayment.
- H. This Contract is scheduled to end as indicated on the signature page. However, if the DEPARTMENT determines it to be in its best interest to release a Request for Proposals (RFP) for one or more of the services covered under this Contract prior to the scheduled end date of this Contract, the entire Contract or portions of the Contract covering the services being bid may be terminated prior to the end date of the Contract depending on the outcome of the bid process. This CONTRACTOR is required to bid on any

service covered by this Contract in order to continue contracting with the State of Delaware for said service if an RFP is released for that service.

- I. The CONTRACTOR agrees if the CONTRACTOR voluntarily withdraws from providing any service covered under this Contract for any reason prior to the scheduled end date or if the CONTRACTOR anticipates not renewing this Contract the CONTRACTOR shall be required to cooperate fully with the DEPARTMENT in the development and execution of an orderly plan for transitioning to other service providers all clients receiving services from the CONTRACTOR. The CONTRACTOR agrees to continue providing services for up to 90 days as part of this transition period to ensure the continuity of appropriate client care during the transition to another service provider. The DEPARTMENT agrees to continue compensating the CONTRACTOR at the established Contract rate during the transition period.

CONTRACT BETWEEN
THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES
AND
WILLIAM HICKS ANDERSON COMMUNITY (CITY OF WILMINGTON)

This Contract is entered into between the STATE OF DELAWARE, DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES, hereinafter referred to as the DEPARTMENT, and WILLIAM HICKS ANDERSON COMMUNITY (CITY OF WILMINGTON), 501 NORTH MADISON STREET, WILMINGTON, DE 19801-2060, ATTENTION: SHAWN ALLEN / CONTRACTS, hereinafter referred to as the CONTRACTOR.

The Contract between the parties listed above shall consist of this document, the Statement of Agreement, Attachment A (Description of Services), and Attachment B (Budget and Narrative). These items contain all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or to bind any of the parties hereto.

The maximum amount of this Contract is governed by the annual amount encumbered in the CONTRACTOR'S name on a State of Delaware Purchase Order. This Contract is considered a Fixed Cost Contract with one or more specific dollar amounts presented in Attachment B payable to the CONTRACTOR by the DEPARTMENT for each unit of service provided.

The period of this Contract shall commence on July 1, 2014, subject to the approval of a purchase order by the Secretary of the Department of Finance, and terminate on September 30, 2014.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officials.

FOR THE CONTRACTOR

FOR THE DEPARTMENT

James Lane 6-30-14
Authorized Contractor Signatory Date

Shawn L Allen 6-30-14
Authorized Contractor Signatory Date

Karryl McManus, Director Date
Division of Management Support Services

Susan A. Ccyk, M.Ed, Director Date
Division of Prevention and Behavioral Health Services

Business License No. LOCAL GOVT

E.I. No. 51-0176414